

REQUEST FOR PROPOSALS

SIMPSON ROAD OVER STACKPOLE CREEK A DESIGN-BUILD BRIDGE PROJECT SACO, ME

Prepared for

**CITY OF SACO, ME
DEPARTMENT OF PUBLIC WORKS
300 Main Street
Saco, ME 04072**

February 23, 2015

**Prepared by:
CITY OF SACO**



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Request for Proposals
City of Saco, ME
Public Works Department

Engineering & Construction Services
Simpson Road over Stackpole Creek
A Design-Build Project

INTRODUCTION

The City of Saco, Maine (hereinafter, the “Owner”) will receive sealed Technical and Price Proposals for Design-Build engineering and construction services for the replacement or rehabilitation of the stone arch culvert on Simpson Road over Stackpole Creek. The sealed Technical & Price Proposals shall be submitted together and not individually, and be plainly marked “RFP, Stackpole Creek Design-Build” on the outside of the mailing envelope. Proposals may be U.S. mailed or courier delivered to the City of Saco, City Hall, 300 Main Street, Saco, Maine 04072. Proposals will be accepted until 1:30 pm local time on March 23, 2015.

Each Proposer must submit a Proposal Guarantee made payable to the “City of Saco”, in an amount of five percent of the Proposer’s maximum Contract Price. Additionally, each Proposer must submit a certification of Proposer's ability to be bonded in the full amount of their maximum Contract Price.

PROJECT BACKGROUND/PURPOSE

The stone arch is believed to have been originally constructed in 1848 and subsequently repaired in 1918 following flood damage in 1916. This 1918 repair is presumed to have included the concrete that was placed on the northwest wingwall. In 2001, after high water levels again damaged the arch and roadway, inspections revealed the culvert to be in poor structural condition. Load restrictions and lane closures were implemented by the Owner to reduce loads to the most seriously deteriorated areas of the structure.

Temporary bracing was designed and installed to prevent further movement of the arch and the supporting abutment walls. Since that time, earth and water pressures behind the stone walls, freeze-thaw cycles and perennial exposure to excessive velocities during peak flows have continued to wear on the structure.

In 2002, the Maine Historic Preservation Commission (MHPC) deemed the structure eligible for listing in the National Register of Historic Places. As necessary, the Owner will coordinate with MHPC to have the structure removed from the eligible list. This work will be separate from the work performed by the Design-Build team and is anticipated to be completed prior to the date on-site work will be allowed to begin.

In April 2013 the bridge was closed to all vehicular traffic. Due to the long history of the existing bridge, the City of Saco has created a folder of the various analyses associated with the bridge on our website for potential Design-Build teams. The following documents are available for review at www.sacomaine.org:

- a. Maine Historic Preservation Commission's letter regard the Simpson Road Bridge as being eligible for listing in the National Register of Historic Places, dated August 2, 2002;
- b. GEI Consultants, Inc. Geotechnical Design Study, Simpson Road Bridge Rehabilitation, dated April 15, 2005;
- c. deGruchy Masonry report for the Simpson Road Bridge, dated January 8, 2007;
- d. Mott MacDonald Opinion on Potential for Preservation, dated December 10, 2007;
- e. CLD Consulting Engineers, Inc. Review of deGruchy Masonry Report, dated March 5, 2008;
- f. CLD Consulting Engineers, Inc. evaluation and recommendations, dated: March 15, 2011, January 20, 2012, June 13, 2012, and May 8, 2013;
- g. Structures North Consulting Engineers, Inc. third-party review and alternative analysis, including a Hybrid Scheme, dated October 22, 2012;
- h. Correspondence from CLD Consulting Engineers, Inc. dated November 6, 2012 reviewing Structures North report;
- i. Maine Historic Preservation Commission's letter dated March 4, 2014 regarding the hybrid rehabilitation plan;
- j. GEI Consultants, Inc. review of the hybrid rehabilitation design, dated April 16, 2014;
- k. Topographical & Boundary Survey performed by Dow & Coulombe, dated December 18, 2014;
- l. CLD Consulting Engineers, Inc. Plan and Profile Survey Plan dated November 2006; and
- m. Photos documenting existing conditions of the stone culvert, dated January 2015.

This design-build project seeks to replace or rehabilitate the stone arch culvert and is required to follow general criteria listed below:

- H-20 loading
- 2-lane traffic (each 11 feet wide)
- Improved hydrology through the structure
- 75-year Design Life

The Proposer is encouraged to submit a design that meets the requirements listed above, which can be either a traditional culvert replacement design or an alternate designs, such as described in the Structures North analysis. Alternate designs shall still be required to meet the Technical Requirements outlined in Section 3.0. In addition, all Design-build teams must demonstrate past similar experience with the approach that they are proposing.

PROJECT REQUIREMENTS

1.0 GENERAL INFORMATION

1.1 Issuance of RFP

This Request for Proposal (RFP) dated February 23, 2015, issued by the City of Saco (Owner) constitutes a request for Design-Build firms to submit Proposals to design and build the replacement or rehabilitation of the stone arch culvert on Simpson Road over Stackpole Creek (the Project).

1.2 Contract Time

1.2.1 Mobilization Date – Contractor shall submit in writing, proposed date of mobilization to Owner for approval at least 14 days in advance of proposed date. All equipment and personnel mobilization, construction signing, etc. shall be performed after this date unless otherwise agreed to by Owner. Simpson Road shall remain closed for the duration of the project.

1.2.2 Substantial Completion Date – The Work will be substantially completed on or before May 15, 2016. In addition, the road shall be open to two lanes of traffic, including base course pavement placement and guardrail installation by the Substantial Completion date.

1.3 Procurement Schedule

Though subject to change, the Owner anticipates following the contracting schedule below. Proposers are cautioned that this schedule is subject to change and the Proposer should not rely upon it to determine, for example, when actual construction may commence.

Milestone:

Date:

Deadline for Proposer Questions	March 13, 2015
Deadline for Addenda to be published to website	March 18, 2015
Technical & Price Proposals Due	March 23, 2015
Opening of Technical & Price Proposals	March 23, 2015
Review of Proposals Complete by Staff and And Bridge Committee	April 10, 2015
Present Outcome of Proposals to City Council	April 20, 2015
Award Project and Execute Contract	April 24, 2015
Fulfillment of Award Conditions and Execution of Agreement by Design-Builder	May 1, 2015
Final Bridge Design Submission	May 25, 2015
Contractor Mobilization on or before	August 1, 2015
Project Completion Date	May 15, 2016

1.4 Contract Representative

Angela Blanchette, City Engineer
City of Saco
300 Main Street, Saco, Maine 04072
ablanchette@sacomaine.org
(207) 284-6641

1.5 Communication Before Proposal Opening

1.5.1 Questions - Proposers shall direct questions, including requests for explanations or interpretation, in writing to the Contract Representative designated herein. Any such request regarding the RFP or the Project must be submitted in writing to the Contract Representative no later than the deadline for questions set forth in the Project Requirements. For a related provision, see 2.2.1.3 for Proposer's duty to notify the Contract Representative of ambiguities.

1.5.2 Addenda – All information related to the RFP and the project will be posted on the City of Saco's website at www.sacomaine.org, including all addenda. The Proposer is solely responsible for periodically checking the website for any addenda and adjust submission packet accordingly. All addenda will be posted no later than the deadline set forth in the Project Requirements, 1.3.

1.6 Reference Documents

The information set forth or referenced in the Project Requirements provides basic background project information for use by Proposers. Though the Owner believes the Project Information provided is accurate, Proposers are advised that they have duties to verify information and to report any errors, omissions, discrepancies, and inconsistencies in Project Information before making any final determinations regarding the design, pricing, or construction of the Work.

Regardless of the level of completion or suitability of any portion of the Contract Documents and this RFP, the Design-Builder shall be solely responsible for Project design, and the Owner shall have no liability or obligation as a result of the design work provided by previous reports and studies related to the bridge. The Reference Documents are provided solely for Proposers reference and are without representation or warranty by the Owner, except where specifically stated otherwise in the Contract.

1.7 Indemnification, Bonding & Insurance

1.7.1 Indemnification. Design-Builder indemnifies, defends, and holds harmless the Owner and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury and property damage arising out of or relating to this Contract or the performance of Work by the Design-Builder and its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Owner.

This indemnity obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Design-Builder or any Subcontractor, subconsultant, Engineer,

supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

1.7.2 Bonding. The Design-Builder shall provide signed, valid, and enforceable Performance and Payment Bonds complying with the Contract. The Design-Builder shall procure bonds from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

The bonds shall each be in the full Contract amount, payable to the "City of Saco," and on the provided forms in Appendix A, on exact copies thereof, or on forms that do not contain any significant variations from the provided forms as solely determined by the Owner.

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time of performance, quality and warranties.

1.7.3 Insurance. The Design-Builder shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Design-Builder shall pay all premiums and take all other actions necessary to keep required insurance(s) in effect for the duration of the Contract obligations.

1.7.3.1 Commercial General Liability. With respect to all operations performed by the Design-Builder and any Subcontractors, the Design-Builder and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and an umbrella policy in an amount not less than \$5,000,000 per occurrence. The coverage must include products, completed operations, and Contractual liability coverage. The Contractual liability insurance shall cover the Design-Builder's obligations to indemnify the Owner as provided in this Contract.

1.7.3.2 Professional Liability. The Design-Builder and/or subconsultants who engage in design Work, preliminary Engineering Work, and environmental consulting Work shall maintain a project-specific Professional Liability policy for errors and omissions with a minimum limit of liability of \$2,000,000. "Design Work" includes the design of temporary Structures and all

other Work that requires design computations. This policy shall cover “Wrongful Acts,” meaning negligent acts, errors or omissions by the Design-Builder and/or subconsultants, or any entity for whom the Design-Builder is legally liable, arising out of the performance of, or failure to perform, professional services.

1.7.3.3 Administrative & General Provisions.

A. Additional Insured. Each policy with the exception of Professional Liability insurance shall name the City of Saco as “additional insured.”

B. Defense of Claims. Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insured against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance. The insurance coverage provided by the Design-Builder shall be primary insurance with respect to the Owner, its officers, agents, and employees. Any insurance or self-insurance maintained by the Owner for its officers, agents, and employees is in excess of the Agent’s insurance and shall not contribute with it.

D. Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, agents, and employees.

E. Separate Application. The insurance provided by the Design-Builder shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

1.8 Payment Procedures

1.8.1 Applications for Payment - The Design - Builder shall submit Applications for Payment in accordance with these procedures. Applications for Payment will be processed by the Engineer as provided herein.

1.8.2 Schedule of Values - A schedule of values will be required of the Design-Builder. This schedule shall include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work.

1.8.3 Progress Payments and Retainage - Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder's Applications for Payment as recommended by Engineer, within 30 days of the date of Application for Payment. All such payments will be measured by the schedule of values.

1.8.4 Final Payment. After Design-Builder has, in the opinion of the Owner, satisfactorily completed all Work and has delivered all schedules, guarantees, bonds, certificates, releases, lien waivers for all labor, services, material and equipment for which a lien could be filed, marked up record documents, and other documents, Design-Builder may make application for final payment following the procedure for progress payments.

1.8.4.1 Upon final completion and acceptance of the Work in accordance with this Section, Owner shall release 90% of the contracted amount. The remaining 10% will be held as retainage by the Owner for a period of up to one year from the date of final completion.

1.9 Quality Control during Construction.

1.9.1 Design-Builder Responsibility - The Design-Builder is responsible for all aspects of the quality of construction, including labor, equipment, materials, incidentals, processes and construction methods. At the completion of the project, the Design-Build team's Professional Engineer is required to provide a certification that the project was constructed as designed and meets the design criteria outlined below:

- H-20 loading
- 2-lane traffic (each lane 11 feet in width)
- Improved hydrology through the structure
- 75-year Design Life

1.9.2 Testing Agency - The Design-Builder will employ an independent testing agency, approved by the Owner, to conduct construction quality control testing for earthwork and cast-in-place concrete. Agency name and contact person will be provided to the Owner upon Execution of the Contract.

1.9.3 Quality Control Requirements - The Design-Builder shall adhere to certain general testing and quality control requirements under this Contract. The Design-Builder shall:

- A. Schedule and coordinate all testing and inspections and notify the testing agency and the Engineer sufficiently in advance of operations to allow for the proper assignment of personnel and scheduling of tests.
- B. Cooperate with testing agency and the Engineer and provide access to the work for testing.
- C. Provide representative samples of materials to be tested, in required quantities.
- D. Furnish labor and facilities:
 - (1) To provide access to work to be tested.
 - (2) To obtain and handle samples at the site.
 - (3) To facilitate inspections and tests.

(4) For storage and curing of test samples.

E. Assure that required inspection, sampling and testing has been conducted prior to commencement of any work which would alter or cover the work to be inspected, sampled and/or tested.

F. All work under this Contract shall be subject to inspection and observation by representatives of the Owner and the Engineer.

G. Testing and inspection requirements shall be dictated by the Design-Build team's Professional Engineer in order for them to certify that the bridge was constructed as designed and meets the design criteria, see Section 6.10.2.

1.9.3.1 In the event that any quality control testing, inspection or observation results in any indication that any material or portion of the work does not meet Contract requirements, the Design-Builder shall, at his sole expense, undertake remedial work and/or repeat testing to the satisfaction of the Engineer.

1.9.4 Quality Control Testing for Earthwork

1.9.4.1 Testing shall be conducted at the frequencies indicated in Table 1 in Appendix B. Additional testing shall be conducted, as required by Engineer, to verify the effectiveness of remedial actions taken to correct out-of-specification conditions indicated by test results as well as provide information for allow Design-Builder to provide certification of the bridge upon completion of the project.

1.9.5 Quality Control Testing for Cast-In-Place Concrete

1.9.5.1 The Design-Builder shall coordinate with the Engineer and the testing agency to schedule field testing services for concrete placements. It shall be the sole responsibility of the Design-Builder to provide sufficient advance notice to the testing agency and Engineer. A testing agency technician shall be present during all concrete placements.

1.9.5.2 One set of four compression test cylinders (6-inch diameter x 12 inches long) will be made for every 50 cubic yards of concrete placed. Further, at least one set will be made each day that concrete is placed.

1.9.5.3 Compression test cylinders will be made and cured in accordance with AASHTO T-23 and tested in accordance with AASHTO T-22. From each set of 4 cylinders, one shall be tested at 7 days, two at 28 days, and one held in reserve.

1.9.5.4 Strength level for the type of concrete in question will be considered satisfactory if averages of sets of three consecutive 28-day strength test results equal or exceed specified compressive

strength and no individual strength test result falls below specified compressive strength by more than 500 psi.

1.9.5.5 For types with less than three sets of cylinders, strength will be evaluated based on the number of tests made and, if necessary, testing of reserve cylinders at a greater age.

1.9.5.6 Slump tests will be conducted on each batch for which compressive test cylinders are made, and on the first batch of each placement. The testing agency technician will observe each batch and conduct additional slump tests if the concrete consistency appears to have changed relative to prior batches, and as directed by the Engineer.

1.9.5.7 Air content will be measured in accordance with AASHTO T-152 or T196 for every batch from which cylinders are made. Concrete temperature shall also be measured and recorded.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

2.1 Submission of Proposals

2.1.1 Time and Location - Technical & Price Proposals must be received no later than 1:30 p.m. local time on March 23, 2015 and be clearly marked as follows:

Proposer's Name
Technical & Price Proposals
Stackpole Creek Bridge Design-Build

The Proposer must deliver its Technical & Price Proposals by either U.S. mail or courier delivered to:

City of Saco
300 Main Street
Saco, Maine 04072

2.1.2 Technical Proposal - The Technical Proposal must include the Technical Proposal Submission Form.

2.1.3 Price Proposal - The Price Proposal must be submitted on the forms supplied by the Owner.

2.1.4 Proposal Guarantee – The Proposal Guarantee must be delivered with the Price Proposal.

2.1.5 Proposal Responses - Proposers shall provide responses to all information requested in this RFP. Failure to respond or failure to provide

requested information may result in a determination by the Owner, in its sole discretion, that a Proposal is non-responsive.

2.2 Proposal Content Requirements - The Proposal shall be organized in the order listed below. Each item listed shall be separately indexed, clearly titled, and identified as described below.

Proposal Components

Technical Proposal

Technical Proposal Submission Form	Form A, Appendix A (3 originals)
Narrative (15 pages maximum)	
Plans/sketches	

Price Proposal

Price Proposal	Form C, Appendix A
Proposal Guarantee	Form B, Appendix A

The original Technical & Price Proposal Packages shall be submitted together and not individually.

2.2.1 Technical Proposal

2.2.1.1 Technical Proposal Submission Form - The Proposal shall include the Technical Proposal Submission Form using Form A. Attach to the Technical Proposal Submission Form evidence of the authorization to execute and deliver the Proposal and Contract, and identify its authorized representative.

2.2.1.2 Technical Proposal General - The purpose of the Technical Proposal is to demonstrate the Proposer's understanding of the Project and its approach to address technical responsiveness requirements and evaluation criteria listed in Section 3.0 of the Proposal Evaluation Process. The Technical Proposal will consider and address issues relative to the Proposer's proposed bridge type, anticipated impacts (property and environmental), and other design features.

The Technical Proposal shall be limited to an aggregate of 15 pages of narrative (single-sided, 8 1/2 x 11 sheets). Where required, attach forms, graphs, charts, matrices, drawings and other pertinent data separately. The Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits. An 8 1/2 x 11-inch format is required for typed submissions and an 11 x 17-inch format is required for drawings. Submittals must be bound with all pages sequentially numbered and each section, including appendices, exhibits and forms, must be separately and clearly tabbed. The use of 11 x 17-inch foldouts for tables, graphics, and maps is acceptable in the main body of the proposal. Proposals shall

be written in the English language using US Customary (feet & inches) units.

2.2.1.2.1 Narrative - Proposals shall include the following and shall be organized using each of the elements below as section headings:

A. Team Description – Provide a brief description of the team including firm size and area of specialization, location of corporate headquarters, and potential satellite office proposed to handle this project. It is expected that at a minimum teams will consist of Engineers experienced in structural and geotechnical design, and a Contractor specializing in bridge construction. The Design-Builder shall be responsible for the geotechnical design of all elements of the proposed structure; including a global stability analysis.

B. Project Team – Provide names and a brief list of qualifications of key personnel who would be assigned to the project. Qualifications shall be given to attest to the team member's experience in the type of construction being proposed. The team leader shall be designated and a description of relevant previous projects, which proposed project staff have played a central role in developing, shall be provided. The individuals responsible for leading the design, environmental permitting, utility coordination and construction efforts shall be clearly identified. The Owner may request additional information be provided regarding the team or its personnel.

C. Scope of Services – Describe in narrative form the Proposer's approach and technical plan for accomplishing the work listed herein. The Proposer is encouraged to elaborate on the scope of work; including alternate designs; however, the Proposer shall not delete any requested scope tasks. A discussion of the various bid alternates outlined below shall also be investigated and included in the proposal:

Bid Alternate #1 – This Alternate shall consist of excavating for and constructing a stabilized drainage ditch alongside both sides of Simpson Road within 250 feet of the bridge, in either direction. Work shall include stone ditch protection for the length of the ditch. Work shall include furnishing all materials and labor necessary to shape and construct the Stone Ditch Protection.

Bid Alternate #2 – This Alternate shall consist of constructing additional length of full depth roadway reconstruction within 250 feet of the proposed bridge. The additional length of

roadway reconstruction shall use an 11-foot travel lane width with 2-foot gravel shoulders and shall be measured on a linear foot basis.

D. Project Schedule - The Proposer shall submit a schedule for completing the scope of work for both the design and construction phases. Proposer shall complete Work within the dates outlined in Section 1.2.

E. References - Three references, including current contact name and phone number for projects of similar construction or scale shall be provided.

2.2.1.2.2 Plans/Sketches – Technical Proposals shall include drawings that clearly demonstrate the Proposer's intended design concept. Hand sketches will also be accepted for purposes of the Technical Proposal. Drawings shall contain an appropriate level of detail to convey that the design concept is well thought out, takes into account site specific conditions and addresses the requirements of this RFP.

Drawings, either hand or electronic, to be submitted as part of the Technical Proposal shall include:

A. General Plan – This plan shall include at a minimum the general site layout; including the structure location and overall structure length dimensioned, length and location of any proposed retaining walls, toe of all slopes and cut/fill lines. The Proposer shall indicate on this plan and label with dimensions the necessary clearing limits resulting from their proposed work including lands for staging areas of equipment and materials and locations of construction access indicated.

B. Structure Section view

C. Structure Elevation view (both ends if end treatments will be different)

D. Seal by a Professional Engineer registered in the State of Maine.

Any alternate designs that are developed by the Proposer shall be outlined in the Technical Proposal. The Proposer shall provide a description of the alternate design and shall include in its description, information that is sufficient in detail to clearly define and explain the proposed change(s). Sketches may be used by the Proposer as they deem necessary to supplement the narrative description.

2.2.1.3 During the preparation of the Proposal, Proposers shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy contained in the RFP, Reference Documents, site

conditions, or any other information that may significantly affect the cost, quality, conformity, or timeliness of the work. If a Proposer discovers any such ambiguity, etc., it must notify the Contract Representative immediately in writing.

2.2.2 Price Proposal

2.2.2.1 Price Proposal - As part of Form C, the Proposer is required to indicate the lump sum price offered by Proposer for the Work and its Proposal, referred to herein as the “Contract Price.” A price must be provided for the base bid, all bid alternates, and all unit costs as indicated on Form C for the Proposal to be considered responsive.

The term “Price Proposal,” as used herein, means Form C and other documentation identified in the table submitted by each Proposer.

2.2.2.1.1 Bid Alternates – The following Bid Alternates will be considered by the Owner for inclusion into the Work.

Bid Alternate #1 – Per linear foot price for this Alternate should include costs of furnishing all materials, labor and other incidentals necessary to satisfactorily shape and construct the stone ditch protection along both sides of the Simpson Road in both directions, measured from the abutments of the bridge.

Bid Alternate #2 – Per linear foot price for this Alternate should include costs of furnishing all materials, labor and other incidentals necessary to satisfactorily provide full-depth reconstruction of the roadway section.

2.2.2.2 Proposal Guarantee - The Price Proposal must be accompanied by a Proposal Guarantee that complies with all the requirements of this Section. The Proposal Guarantee must be: (A) in the amount of five percent of the Proposer’s base bid price; (B) made payable to the “City of Saco”; and (C) one of the following types: a Proposal Bond Conforming to the next paragraph, a cashier’s check, a certified check, or a United States Postal money order.

Proposal Bonds must be: (A) issued by an insurance company licensed or approved by the State of Maine, Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine; (B) properly signed by the Proposer (as Principal) and a duly authorized representative of the insurance company referenced above.

The Proposal Guarantee of the successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security and met the other conditions of the Letter of Intent to Award, whereupon the Proposal Guarantee will be returned. If the successful Proposer fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days of receipt of the Agreement as executed by the Owner, Owner may annul the Notice of Intent to Award and the Proposal Guarantee of the Proposer will be forfeited. The Proposal Guarantee of the Proposer whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the effective date of the Agreement or 61 days after the opening of Proposals, whereupon the Proposal Guarantee furnished by such Proposers will be returned.

Proposal Guarantee of other Proposer's whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the opening of Proposals.

3.0 PROPOSAL EVALUATION PROCESS

3.1 Evaluation of Proposals

3.1.1 Contract Award - The Owner will award the Contract (if at all) to the responsive and responsible Proposer offering a Proposal meeting the requirements of the RFP, and which is determined by the Owner to provide the best value to the Owner.

3.1.2 Proposal Selection- Technical and Price Proposals will be evaluated and ranked by Public Works Department staff and the City of Saco's structural engineering consultant. The top Replacement and top Rehabilitation Design-Build Proposals will be reviewed and analyzed by the Stackpole Creek Bridge Committee for comments. The Bridge Committee is made up of City staff, abutters, and Councilors, and interested citizens that have been part of the process from the beginning. Final selections will be presented to City Council for endorsement and approval of the winning proposal.

3.1.3 Technical Proposal Requirements - The Proposal must comply with the following minimum technical requirements.

A. Horizontal Alignment of the Roadway must not vary more than 1 foot from the established centerline shown on the Proposal Documents.

C. Travel lane widths within the limits of work shall be 12-feet and shoulder widths shall be 3-feet with 3-foot guardrail panels for all new construction designs. Travel widths and shoulder widths of rehabilitation designs shall match existing conditions, with a minimum of two 11-foot lane travel lanes.

D. All retaining walls, construction access and grading shall be constructed within the clearing limits indicated on the plans unless: (A) noted in writing by the Owner; or (B) as provided in Section 9.2.

3.1.4 Additional Information - The Owner may issue one or more requests for clarification to the individual Proposers. The Owner may also schedule oral presentations and/or discussion meetings with all Proposers on a one-on-one basis for the purpose of enhancing Owner's understanding of the Proposals and obtaining clarifications of the terms contained in the Proposals. The Owner may at any time request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its Proposal.

3.1.5 Evaluation Criteria - Each Proposal will be reviewed keeping the following evaluation items in mind:

Evaluation Criteria

1. Structure Features
2. Project Schedule
3. Project Management Experience (Similar Projects)
4. Impacts to Private Property
5. Geotechnical Design and Construction Approach
6. Previous related work for the City
7. Total Project Cost (Construction & Engineering)
8. Design blended into rural setting

3.1.6 Purpose of Criteria - The above Evaluation Criteria is meant provide Proposers with guidance regarding what is important to the Owner. The factors listed are not necessarily in priority order and no inference of relative importance is intended.

3.1.7 Right to Reject Proposals - The Owner reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new proposals, if the best interests of the Owner will be promoted.

3.2 Contract Award

3.2.1 Notice of Award - Within sixty (60) days of the opening of the Proposals, the Owner will mail or fax (with confirmation of receipt) a Notice of Award to the Apparent Successful Proposer.

3.2.2 Delivery of Agreement - Upon receipt of Notice of Award, Apparent Successful Proposer will be expected to sign a contract Agreement, supplied by the Owner, which will incorporate all the terms and conditions of this Request for Proposals. Within twenty one (21) days of the opening of the Proposals, the Owner will deliver three duplicate originals of the executed Agreement along with a letter containing a list of conditions to the Apparent

Successful Proposer. Said letter shall indicate that the Owner will award the Contract to Apparent Successful Proposer if said Proposer fulfills the conditions stated in the letter. Said conditions include but may not be limited to the delivery to the Owner of the following items concurrently with copies of the Agreement, executed by the Proposer:

- A. The insurance policies, endorsements and/or certificates required under Section 1.7.3 Insurance;
- B. A Performance Bond in the form attached as Form D issued by the surety listed in the Proposal, or an equivalent surety;
- C. A Payment Bond in the form attached as Form E issued by the surety listed in the Proposal, or an equivalent surety;

3.2.3 Return of Agreement - Within ten (10) days of receipt of the executed Agreement, the Apparent Successful Proposer must comply with all the provisions of this section. The Apparent Successful Proposer must fulfill all conditions set forth in the letter accompanying the executed Agreement. Unless otherwise stated in said letter, all items should be delivered to the Owner. The Apparent Successful Proposer must properly sign all three duplicate originals of the Agreement and the Proposer shall promptly deliver one set of executed copies of the Agreement to the Owner and to the Engineer.

3.2.4 Request for Time Extension - The Apparent Successful Proposer may request in writing and the Owner may provide for an extension of time for fulfillment of award conditions and execution of the Agreement by the Apparent Successful Proposer for good cause shown, provided said extension is in the best interests of the Owner.

3.2.5 Failure to Fulfill Agreement - Unless extended in writing by the Owner, failure of the Apparent Successful Proposer to fulfill all conditions set forth in the letter accompanying the executed Agreement will result in cancellation of the conditional award to the Apparent Successful Proposer and the forfeiture of the Proposal Guarantee.

3.2.6 Owners Rights - The Owner may then take any action that is in its best interest as determined by the Owner including awarding the Contract to any other Proposer or rejecting all Proposals and re-advertising the Work. Any Proposer failing to fulfill the award conditions or execute the Contract shall be prohibited from submitting a new proposal for the same work in the event that work is re-advertised.

Until award of the Contract, the Owner reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new proposals, if the best interests of the Owner will be promoted.

3.2.7 Execution of Agreement - After execution by the Proposer, the three duplicate originals of the Agreement shall be distributed as follows: one to be kept by the Proposer, the second to the Engineer, and the third to be returned to the Owner. The Agreement shall be effective upon execution by the Proposer. Promptly following execution, the Proposer shall deliver one set of executed copies of the Agreement to the Owner and to the Engineer.

4.0 SCOPE OF DESIGN-BUILD WORK/PROJECT DESCRIPTION

4.1 Project Scope - The Design-Builder shall furnish a complete design for the Project that meets all requirements and is in accordance with all requirements set forth in this RFP.

4.2 Project Location - The project is located on Simpson Road off Maine Route 112 in the City of Saco, Maine.

5.0 INFORMATION SUPPLIED TO THE PROPOSER

5.1 Information Supplied

A topographical and boundary survey has been provided by Dow & Coulombe Land Surveyor, dated December 18, 2014. In addition, CLD Consultant Engineers, Inc. has provided a Plan & Profile of the stone culvert dated November of 2006. This information has been provided on the City of Saco website to aid in the design of the project.

Unless otherwise indicated, the information contained on the website is the property of the City of Saco and is protected, without limitation, by state and federal copyright laws. The information contained on the survey plan is being provided solely for convenience. Because of the vulnerability of magnetic media to corruption, the City of Saco and Dow & Coulombe makes no representations or warranties as to the condition of the information contained on the website, including but not limited to its completeness.

Any additional survey and/or topographic information required by the Proposer, to complete the design and construction, are the responsibility of the Proposer.

5.1.1 Reports - Several reports and other correspondence regarding this Project are included in the appendices as information for the Proposer. Included are:

- a. Maine Historic Preservation Commission's letter regard the Simpson Road Bridge as being eligible for listing in the National Register of Historic Places, dated August 2, 2002;
- b. GEI Consultants, Inc. Geotechnical Design Study, Simpson Road Bridge Rehabilitation, dated April 15, 2005;

- c. deGruchy Masonry report for the Simpson Road Bridge, dated January 8, 2007;
- d. Mott MacDonald Opinion on Potential for Preservation, dated December 10, 2007;
- e. CLD Consulting Engineers, Inc. Review of deGruchy Masonry Report, dated March 5, 2008;
- f. CLD Consulting Engineers, Inc. evaluation and recommendations, dated: March 15, 2011, January 20, 2012, June 13, 2012, and May 8, 2013;
- g. Structures North Consulting Engineers, Inc. third-party review and alternative analysis, including a Hybrid Scheme, dated October 22, 2012;
- h. Correspondence from CLD Consulting Engineers, Inc. dated November 6, 2012 reviewing Structures North report;
- i. Maine Historic Preservation Commission's letter dated March 4, 2014 regarding the hybrid rehabilitation plan;
- j. GEI Consultants, Inc. review of the hybrid rehabilitation design, dated April 16, 2014;
- k. Topographical & Boundary Survey performed by Dow & Coulombe, dated December 18, 2014;
- l. CLD Consulting Engineers, Inc. Plan and Profile Survey Plan dated November 2006; and
- m. Photos documenting existing conditions of the stone culvert, dated January 2015.

5.1.2 Subsurface Data - Proposers are responsible for reviewing and analyzing the Geotechnical Information. Boring logs and results of Ground Penetrating Radar performed on the existing structure walls are included in the GEI Consultants, Inc, Geotechnical Design Study located on the City of Saco website. Interpretation and interpolation of site conditions between boring locations and between samples shall be at the sole risk of the Proposer.

5.2 Acknowledgement by the Proposer - The Proposer acknowledges that it has full responsibility for the Design and that Proposer will furnish the Final Design. The Proposer acknowledges that it has diligently reviewed and verified the Owner-Supplied Information for errors, omissions, inconsistencies or other defects and has incorporated into the Design-Build Price all costs associated with correction of any such errors, omissions, inconsistencies and/or other defects. The Proposer specifically acknowledges and agrees that:

- A. The Owner-supplied information is preliminary and conceptual in nature;
- B. The Proposer is responsible for correcting any errors, omissions and defects in the Owner-Supplied Information through the design and/or construction process;
- C. The Owner shall have no liability for errors, omissions, and defects in the Owner-Supplied Information. The foregoing shall not be deemed to limit

- Owner's elimination of obligations with respect to Differing Site Conditions, or Proposer's right to receive any available insurance proceeds;
- D. The Proposer has independently determined that the Owner-Supplied Information presents a feasible concept for the Project that can and shall be used as the basis for the completion of the Project, and agrees that it shall have no right to seek additional compensation or a time extension, except as specifically permitted in the Contract; and
 - E. The Proposer acknowledges and agrees that the Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost, expense or cause of action whatsoever suffered by Proposer, its employees, agents, officers or subcontractors or any other persons for whom the Proposer may be legally or contractually responsible, by reason of any use of any information contained in the Owner-Supplied Information or any action or forbearance in reliance thereon, except as may be provided in the Contract.

The Proposer further acknowledges and agrees that: (1) if and to the extent Proposer or anyone on Proposer's behalf uses any of said information in any way, such use is made on the basis that Proposer, not the Owner, has approved of such use and information and is responsible for said information; and (2) Proposer is capable of conducting and is obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said information is entirely at Proposer's own risk and discretion.

6.0 PROJECT DESIGN

(The following design requirements apply to the selected Design-Build team; herein after called the Design-Builder)

6.1 Design Documents - The Design-Builder shall prepare design documents in electronic format and in accordance with this RFP. Design Documents shall include preparation and furnishing of plans, quantities, reports and other documents as required for the Work.

6.1.1 Design Standards - The Design-Builder shall be responsible for identification and application of the standards to be used in preparation of design documents for layout and delineation format. Unless otherwise specified herein, the design shall be governed by MaineDOT's Bridge Design Guide, 1996 AASHTO Standard Specifications for Highway Bridges, with interims through 2002, and AASHTO LRFD Bridge Design Specifications, latest edition.

6.1.2 Construction Standards and Specifications - Unless otherwise specified herein, the construction shall be governed by the Best Management Practices for Erosion & Sediment Control, the MaineDOT's Standard Specifications revision of December 2014, MaineDOT's Standard

Details revision of December 2014, and the USDOT Manual on Uniform Traffic Control with all addenda, supplements and revisions thereto.

All work and all documents prepared hereunder shall be completed in a prudent, timely and workmanlike manner consistent with the standard of care and expertise employed by engineers and builders customarily operating in New England.

For utility work the Design-Builder shall be responsible for obtaining and ensuring adherence of design and construction to the respective standards.

6.2 Design Submittals and Reviews

6.2.1 Design Submittal Review Process - Formal design package submittals shall be made to the Owner. Owner reviews of design plans and specifications will consist mainly of checks to ensure that Contract requirements and design criteria are being followed. The reviews may, at the Owner's discretion include but are not limited to, design plans, reports, geotechnical information, shop drawings and other relevant design information. Owner may distribute submittals to an independent consultant reviewer. Ten (10) working days after the complete submittal has been made, the Owner may submit to the Design-Builder comments on the design documents. The Design-Builder shall schedule a comment resolution meeting for all parties to discuss and resolve any comments, whether or not comments are submitted.

Upon successful completion of this process through the final design stage, the Design-Builder is then responsible for ensuring that all final comments to the plan package based upon the final review by the Owner have been incorporated into the design documents prior to approving the plans and special provisions. The Owner at its discretion may require a re-submittal of the final design documents.

6.3 Preliminary Design

6.3.1 Preliminary Design Submission - The Technical Proposal submitted by the selected Design-Builder shall serve as the preliminary design submission.

6.4 Final Design

6.4.1 Final Design Submissions - Final Design Documents for the entire bridge package shall be a complete bridge design package to include a final set of design drawings and computations; incorporating all Owner comments from the Technical Proposal process. The plans and computations shall be sealed by a Professional Engineer registered in the State of Maine.

6.5 Roadway Design

6.5.1 Roadway Design Requirements - Roadway design shall be in accordance with required design criteria identified in Section 6.1.2.

6.5.2 Roadway Design Documents - Final drawings for all roadway improvements shall be in accordance with the MaineDOT's Highway Design Guide and Standard Details, and shall include but not be limited to the following:

- A. Typical Sections
- B. Roadway Profile
- C. Standard Plans & Detail Sheets

6.5.2.1 Horizontal Alignment Criteria

The horizontal alignment has been set to follow the existing roadway centerline.

6.5.2.2 Vertical Alignment Criteria

The vertical alignment roughly follows the existing grade unless approved by the Owner.

6.6 Geotechnical Report

6.6.1 Preliminary Investigations - The Owner completed Preliminary Geotechnical Investigations of the project site, including 4 drilled borings. The results of these preliminary investigations are provided on the website link and are available for each Proposer's review in developing their proposals.

6.6.2 Geotechnical Design - The Design-Builder shall be responsible for the geotechnical design of all elements of the proposed structure; including a global stability analysis.

6.7 Bridges and Other Structural Design Elements

6.7.1 General Design Requirements

6.7.1.1 Guardrails must be steel backed timber guardrail meeting MDOT standard detail and specifications.

6.7.1.2 Crown of arch structures shall be set at a minimum elevation of 67.50. For a non-radiused structure the minimum low chord elevation shall also be 67.50. This elevation is based upon an evaluation of the site when subjected to backwater conditions from the Saco River during flood flows as provided by CLD Consulting Engineers, Inc. based upon the survey data provided.

6.7.1.3 In the case of a culvert replacement, stones from the existing walls may be used as slope protection for the proposed conditions or

be salvaged by the Design-Builder for their own use. Guardrail, steel bracing and asphalt shall be salvaged to the Owner.

6.7.1.4 Bridges shall provide a 75-year design life at completion of the Work and meet H-20 loading requirements.

6.8 Retaining Walls

6.8.1 Wall Types - For continuity/aesthetic reasons, each retaining wall for this Project shall fit into one of the following categories:

- A. Reinforced concrete cast-in-place construction, structurally designed in accordance with Load Factor Design, with stability and bearing according to Allowable Stress Design (ASD);
- B. One consistent type of Mechanically Stabilized Earth (MSE) retaining wall system designed according to ASD.
- C. Mortar Rubble Masonry designed according to ASD.

Walls shall meet the required factors of safety for overturning and sliding listed in the MDOT Bridge Design Guide.

6.9 Design Standards and Format of Design Documents

6.9.1 Design Documents - Design Documents shall be submitted to the Owner in hard copy as well as in electronic format. The Design-Builder shall maintain design (and construction) project files. The Design-Builder shall submit a final set of design documents that is inclusive of comment revisions.

6.10 Record Drawings

6.10.1 “As-Built” Drawings - Following completion of construction, Design-Builder will be responsible for providing record “as-built” drawings. Drawings shall be submitted as a hard copy and pdf files. Electronic files of all record drawings shall also be submitted in a format that is readable by AutoCAD 2013 software.

6.10.2 Engineers Certification - Along with record drawings, Design-Builder shall submit engineering certification stamped or sealed by designer of record.

6.11 Shop Drawings

6.11.1 Shop Drawing Review – All shop drawing submittals shall be submitted to Owner for review. Owner shall be allowed reasonable time to provide comments, if any, on all shop submittals and drawings.

7.0 COMPLIANCE

7.1 Maine Historic Preservation Commission - In 2002, the Maine Historic Preservation Commission (MHPC) deemed the structure eligible for listing in the National Register of Historic Places. The Owner will be

coordinating with MHPC to have the structure either removed from the eligible list, or allow the ability to remain on the list as the bridge is modified. The Owner expects to be complete with this effort prior to the date on-site work will be allowed to begin.

7.2 General Compliance - The Design-Builder shall comply with all local, state, and federal environmental permitting requirements applicable to the work. The Owner has been provided a determination from MeDEP that the work under this contract is included as a municipal replacement of a culvert and therefore MeDEP permitting is not required. The following list however, provides site-specific environmental considerations for which the Design-Builder must comply with on the project, although this list is not intended to be all inclusive:

- A. Construction stormwater management;
- B. Erosion and sedimentation control;
- C. Treatment of water removed from excavations or otherwise pumped;

8.0 RIGHT-OF-WAY

All work shall take place with the City right-of-way known as Simpson Road. Any additional properties identified by the Design-Builder for his convenience, will be obtained by the Design-Builder. The costs associated with additional properties will be included in the Contract Price. No additional contract time will be granted due to the acquisition of additional properties.

Appendix A

Appendix A
Form A

FORM A – TECHNICAL PROPOSAL SUBMISSION FORM

Simpson Road over Stackpole Creek

(Name of Proposer)

The above Proposer hereby submits its Technical Proposal, consisting of the following items:

(Instructions: Specifically list all items submitted with the Technical Proposal, including number of drawings, number of narrative pages, etc. Attach or incorporate additional pages as necessary. Refer to the Project Requirements for additional instructions regarding Technical Proposal submission.)

By signing below, the above Proposer hereby certifies that to the best of the Proposer's knowledge and belief:

1. The Proposer has received and considered complete copies of Amendments numbered ____ through ____ .
2. The Design-Builder, Designer, other Major Participants and key personnel indicated by the Proposer in its Statement of Qualifications will be used on this Project in the same manner and to the same extent as so indicated.
3. All of the statements, representations, covenants and/or certifications set forth in the Proposal are complete and accurate as of the date hereof.
4. All representations and/or certifications required of the Proposer by the RFP and Contract are complete and accurate.
5. This Technical Proposal is responsive.
6. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: ____ .]

PROPOSER

Date [Sign in Ink]

By: _____
[Name and Title Printed]

Appendix A
Form B

FORM B - PROPOSAL GUARANTEE FORM

KNOW ALL MEN BY THESE PRESENTS THAT

_____,
of the _____ of _____ and State of
_____ as Principal, and Surety, a corporation duly organized
under the laws of the State of _____ and having a usual place of
business in _____ and hereby held and firmly bound
unto the City of Saco in the sum of _____, for payment which Principal
and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally.

The condition of this obligation is such that if the Principal has submitted to the City of
Saco, hereafter Owner, a certain proposal, attached hereto and incorporated as a part herein,
to enter into a written contract for the construction of **the Simpson Road over Stackpole
Creek** and if the Owner shall accept said proposal and the Principal shall execute and
deliver a contract in the form attached hereto (properly completed in accordance with said
proposal) and shall furnish bonds for his faithful performance of said contract and for the
payment of all persons performing labor or furnishing material in connection therewith, and
shall in all other respects perform the agreement created by the acceptance of said proposal,
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____, 2015

WITNESS:

PRINCIPAL:

By: _____
By: _____
By: _____

WITNESS:

SURETY:

By: _____
By: _____
Name of Local Agency

WITNESS:

PRINCIPAL:

By: _____
By: _____
By: _____

WITNESS:

SURETY:

By: _____
By: _____
Name of Local Agency

FORM C – PRICE PROPOSAL
Simpson Road over Stackpole Creek

(Name of Proposer)

The above named Proposer hereby offers to perform and complete all Work specified or indicated in the Contract Documents in conformity with the same for the Price shown below.

LUMP SUM PRICE – BASE BID

(Price in words – typed or printed in ink)

\$ _____
(Price in numbers – typed or printed in ink)

LUMP SUM PRICE – BID ALTERNATE # 1

Bid Alternate # 1 – This Alternate shall consist of excavating for and constructing a stabilized stone protected drainage ditch alongside Simpson Road up to a distance of 250 feet from the bridge abutments in either direction, and on either side of the roadway. Per linear foot price for this Alternate should include costs of furnishing all materials, labor and other incidentals necessary to satisfactorily construct the Stone Ditch Protection.

(Price in words – typed or printed in ink)

\$ _____
(Price in numbers – typed or printed in ink)

PER LINEAR FOOT PRICE – BID ALTERNATE # 2

Bid Alternate # 2 – This Alternate shall consist of constructing additional length of full depth roadway reconstruction beginning at the bridge abutments and up to 250 linear feet in either direction. The additional length of roadway reconstruction shall use an 11-foot travel lane width with 3-foot gravel shoulders. Per linear foot price for this Alternate should include costs of furnishing all materials, labor and other incidentals necessary to satisfactorily construct this Alternate.

(Price in words – typed or printed in ink)

\$ _____
(Price in numbers – typed or printed in ink)

Appendix A
Form C

By signing below, the above Proposer hereby certifies that to the best of the Proposer's knowledge and belief:

1. The Proposer has received and considered complete copies of Amendments numbered ____ through ____.
2. All representations and/or certifications required of the Proposer by the RFP and Contract are complete and accurate.
3. The Proposer's Price Proposal is complete and accurate and conforms to all applicable requirements of the RFP and Contract.
4. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: ____.]

PROPOSER

Date [Sign in Ink.]

By:_____

FORM D – CONTRACT PERFORMANCE BOND

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
and the State of _____, as principal, and.....,
a corporation duly organized under the laws of the State of and having a
usual place of business, as Surety, are held and firmly bound
unto the Treasurer of the State of Maine in the sum of _____
and 00/100 Dollars (\$ _____), to be paid said Treasurer of the State of Maine or his
successors in office, for which payment well and truly to be made, Principal and Surety
bind themselves, their heirs, executors and administrators, successors and assigns, jointly
and severally by these presents.

The condition of this obligation is such that if the Principal designated as Proposer in the
Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State of
Maine.

Signed and sealed this day of, 20....

WITNESSES:

Signature.....
Print Name Legibly

PROPOSER:

.....
Print Name Legibly

SURETY:

Signature
Print Name Legibly

.....
Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

TELEPHONE.....

.....

FORM E – CONTRACT PAYMENT BOND

BOND # _____

CONTRACT PAYMENT BOND

(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____ and the State of _____, as principal, and..... a corporation duly organized under the laws of the State of and having a usual place of business in, as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use and benefit of claimants as herein below defined, in the sum of _____ and 00/100 Dollars (\$) for the payment whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Proposer in the Contract to construct Project Number _____ in the Municipality of _____ promptly satisfies all claims and demands incurred for all labor and material, used or required by him in connection with the work contemplated by said Contract, and fully reimburses the obligee for all outlay and expense which the obligee may incur in making good any default of said Principal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the contract.

Signed and sealed this day of, 2015.

WITNESSES:

Signature.....

Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....

.....

.....

TELEPHONE.....

PROPOSER:

.....

Print Name Legibly

SURETY:

.....

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....

.....

.....

Appendix B

<p style="text-align: center;">TABLE 1</p> <p style="text-align: center;">EARTHWORK QUALITY CONTROL TESTING</p>						
MDOT Item #	Material	Particle Size Gradation	Standard Proctor	Liquid and Plastic Limits	Wear Test	In-Place Density
703.05	<u>Sand</u>	1 per source				
703.20	<u>Gravel Borrow</u>	1 per source	1 per source			2 every third lift in fills >5 feet
703.06	<u>Aggregate Base Course</u>					
	Crushed – Type A	1 per source	1 per source			4 per 100 linear feet for each course
	Gravel – Type D	1 per source	1 per source			4 per 100 linear feet for each course